

PX 314

[REDACTED]
SUBSCRIPTION AGREEMENT

Re: [REDACTED] (the "Partnership")
Issuance of Class A Limited Partnership Interests ("Class A Interests")

SUBSCRIPTION INFORMATION

Name of Investor: [REDACTED]

Subscription Amount (U.S.\$): [REDACTED]

Were the funds for this investment generated by your occupation or the business of the entity investing in the Partnership? ☒ Yes ☐ No (Check one)

If no, please provide a statement explaining what transaction or business generated the funds being invested: _____

Name, Address and Account Number of Financial Institution Remitting Payment for Investor's Account

Bank of America, Account Name: [REDACTED] Account Number: [REDACTED]

Payment Date: August 6th, 2018

INDIVIDUAL INVESTORS

Date of Birth: _____ Nationality: _____

Place of Birth: _____ Occupation: _____

Social Security Number: _____

ENTITY INVESTORS

Date of Incorporation/Formation: [REDACTED]

Place of Incorporation/Formation: [REDACTED]

Tax Identification Number: Company no. [REDACTED]

ALL INVESTORS

Residence or Principal Place of Business Address:

[REDACTED]
Name

[REDACTED]
E-Mail Address (Required):

[REDACTED]
Street

[REDACTED]
City, State, Zip Code

Attn: [REDACTED]

[REDACTED]
Telephone No.

[REDACTED]
Facsimile No.

Mailing Address (if different from above)

If mailed, please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications to *(initial one)*:

(Initial) residence or principal business address above;

(Initial) mailing address above.

Special instructions regarding communication:

Email all communication to _____

Type of Investor - Please check one:

- | | |
|---|---|
| <input type="checkbox"/> Trust | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Foundation | <input type="checkbox"/> Tenants in Common |
| <input type="checkbox"/> Endowment | <input type="checkbox"/> Joint Tenants |
| <input type="checkbox"/> Employee Benefit Plan (Please complete Exhibit A attached hereto) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Keogh Plan (Please complete Exhibit A attached hereto) | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Individual Retirement Plan (Please complete Exhibit B attached hereto) | <input checked="" type="checkbox"/> Limited Liability Company |
| | <input type="checkbox"/> Other - Specify: _____ |

Number of beneficial owners represented by Investor (if Investor is acting in any sort of nominee or fiduciary capacity) _____

Is the Investor, or an affiliate of the Investor, a pension profit-sharing, annuity, or employee benefit plan (whether private, governmental, or charitable)?

[] Yes [✓] No (Check one)

FOR TAX-EXEMPT INVESTORS ONLY: please indicate the basis on which the intended Investor is exempt from U.S. federal income taxation and please attach to this Subscription Agreement when submitted to the General Partner applicable written evidence of the tax-exempt status for purposes of U.S. federal income taxation of the intended Investor:

FOR INVESTMENT COMPANIES ONLY: Is the Investor an investment company, or a company that is excluded from the definition of investment company solely by reason of the provisions of either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act of 1940, as amended (the "Company Act")?

Yes___ No___ (Check one)

If the answer to the question above is yes, please indicate which: _____

If the answer to the question above is yes, please state the number of the Investor's beneficial owners:

Authorized Signatories:

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership (and/or any administrator appointed by the Partnership from time to time, if applicable) and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further written notice to the Partnership (and/or any administrator appointed by the Partnership from time to time, if applicable) signed by one or more of such persons.

(please attach additional pages if needed)

Name	Signatures
-	-
-	-
-	-
-	-
-	-
-	-

Standing Wire Instructions:

Until further written notice to the Partnership (and/or any administrator appointed by the Partnership from time to time, if applicable) signed by one or more of the persons listed above, funds may be wired to the Investor (for instance, upon withdrawal) using the following instructions:

Bank Name:

Bank Address:

ABA or CHIPS Number:

Account Name:

Account Number:

Reference:

Funds will only be sent to the same account they were received, or another account in the Investor's name.

Disclosure Authorization:

By executing this document I authorize the General Partner and/or any administrator appointed by the Partnership from time to time to provide the Investment Manager and the Partnership's legal counsel with information regarding my account.

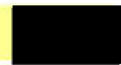

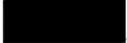
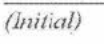
The Investor understands and agrees that the Partnership reserves the right to reject this subscription for an Interest for any reason or no reason, in whole or in part and at any time prior to acceptance thereof. In the event of rejection of this subscription, this Subscription Agreement shall have no force or effect. Upon acceptance of this subscription by the Partnership, the Investor shall be a Limited Partner. The Investor hereby agrees that by its execution of this Subscription Agreement and upon acceptance hereof by the Partnership, it shall become a party to the Partnership Agreement. The Investor shall sign and date the Limited Partner Signature Pages attached hereto and promptly return them to the General Partner.

II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

(A) General:

(Initial one and complete blanks)


The Investor hereby warrants and represents that:

-  (Initial)
- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:
- organized under the laws of: 
 - has its principal place of business in: 
 - an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"): ☐ Yes ☐ No (please check one)
- OR
-  (Initial)
- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a/has an:
- citizen of: _____
 - resident of: _____
 - approximate net worth: _____

(B) Accredited Investor Status:

Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.

For Individual Investors Only

-  (Initial)
- (1) The Investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home furnishings (but exclusive of the Investor's primary residence up to its fair market value) and automobiles, over*

For Qualified Institutional Buyers (Please note you must also answer items ix-xiii)

(initial) (vi) The Investor hereby certifies that it is a qualified purchaser because it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser, provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

For Knowledgeable Employees

(initial) (vii) The Investor hereby certifies that he/she is a qualified purchaser because he/she is an individual who is a "knowledgeable employee" as defined in Rule 3c-5 under the Company Act including, but not limited to, a director, executive officer, trustee, general partner, advisory board member, or an employee of Rosemoor Capital Management, LLC (other than an employee performing solely clerical, secretarial or administrative functions) who has participated in investment activities of Rosemoor Capital Management, LLC or a similar entity for at least twelve (12) months.

For Other Entities (Please note you must also answer items ix-xiii)

(initial) (viii) The Investor hereby certifies that it is a qualified purchaser because it is an entity that was not formed for the specific purpose of investing in the Partnership and is acting for its own account or for the accounts of other qualified purchasers for which it owns and invests on a discretionary basis not less than \$25,000,000 in investments.

OR

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

Plus, For All Investors Other Than Individuals

(initial) (ix) The Investor is **not** an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) (an "Excepted Company"); or

(initial) (x) The Investor is an Excepted Company and does not have *any* direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or

(initial) (xi) The Investor is an Excepted Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.

If the Investor is described in Item (iii) or (iv), the Investor may initial Item (xii) instead of Item (xi).

(Initial) (xii) The Investor is an Excepted Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.

If the Investor has initialed Item (x) or Item (xi), the Investor must also respond to Item (xlii).

(Initial) (xiii) No direct or indirect beneficial owner of the Investor is itself an Excepted Company which controls, is controlled by, or is under common control with the Investor.

If the Investor cannot initial Item (xiii) because it has a control relationship with a beneficial owner and is itself an Excepted Company, the Investor may be required to obtain consent from the security holders of such owners

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

(Initial) (4) it is a private investment company, such that the company would be defined as an investment company under section 3(a) of the Company Act, but for the exception provided from that definition by section 3(c)(1) of the Company Act, an investment company registered under the Company Act, or a business development company as defined in the Company Act, and each equity owner of such entity satisfies one of the above conditions (i.e., is a qualified purchaser).

(D) Foreign/Non-Foreign Status:

For U.S. Individuals

(Initial) (1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

For U.S. Entities

(Initial) (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

For Foreign Individuals or Entities

(Initial) (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Registrations).

Investor; and

_____% of the equity interests of the Investor are held by employee benefit plans subject to part 4 of subtitle B of Title I of ERISA or plans subject to Section 4975 of the Code. The Investor hereby agrees that if this percentage of equity interests changes, the Investor will notify the Partnership, in writing, within 5 days of such change.

For purposes of the foregoing, an "affiliate" of a person includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person. "Control", with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Class A Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Class A Interests and upon subsequent transfer of Class A Interests.

(F) [NOT USED]

(G) General - For All Investors


(Initial)

The Investor hereby agrees that if any of the information in this Item II "ELIGIBILITY REPRESENTATIONS OF THE INVESTOR" changes, the Investor will notify the General Partner within ten (10) days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor will not sell or otherwise transfer the Class A Interests without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Class A Interests have not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The undersigned understands that the Partnership is under no obligation to register the Class A Interests on its behalf or to assist it in complying with any exemption from such registration under the Securities Act. The Investor also understands that sales or transfers of the Class A Interests are further restricted by the provisions of the Partnership Agreement, the Memorandum and state securities laws. The Investor further understands that the Partnership is not registered as an investment company under the Company Act in reliance upon an exemption from such registration.

(B) The Investor has received and read a copy of the Memorandum and the Partnership Agreement outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Partnership and the Investor hereby adopts all provisions

EXHIBIT C

FORM OF INCUMBENCY CERTIFICATE

The undersigned, being the Company Secretary of [REDACTED],
Insert Title *Insert Name of Entity*
 a Limited company organized under the laws of British Virgin Islands
Insert Type of Entity *Insert Jurisdiction of Organization*

(the "Company"), does hereby certify on behalf of the Company that the persons named below are directors and/or officers of the Company and that the signature at the right of said name, respectively, is the genuine signature of said person and that the persons listed below are each an authorized signatory for the Company.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>[REDACTED]</u>	<u>Director</u>	<u>[REDACTED]</u>
<u>[REDACTED]</u>	<u>Director</u>	<u>[REDACTED]</u>
<u>-</u>	<u>-</u>	<u>-</u>

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 6th day of August, 20 18

[REDACTED]
 Name: *Print Name of Signatory #1*
 Title: *Print Title of Signatory #1* Company Secretary

THE UNDERSIGNED, [REDACTED], a duly authorized Director
Insert Name of Signatory #2 *Insert Title*

of the Company, does hereby certify that [REDACTED] is a duly authorized Officer
Insert Name of Signatory #1

of [REDACTED] and that the signature set forth above is ~~his~~ [her] true and correct
Insert Name of Company

signature.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 6th day of August, 20 18

[REDACTED]
 Name: *Print Name of Signatory #2*
 Title: *Print Title of Signatory #2* Director

EXHIBIT E

FORM LETTER OF REFERENCE

[LETTERHEAD OF LOCAL OFFICE OF FATF MEMBER BANKING INSTITUTION OR
BROKERAGE FIRM]



To Whom It May Concern:

I, _____, the _____ of _____, do hereby
Name Title Name of Institution

certify that _____ has maintained an account at our institution for _____
Name of Investor Insert Period

years and, during this period, nothing has occurred that would give our institution cause to be
concerned regarding the integrity of _____.
Name of Investor

Do not hesitate to contact me at _____ if you have any further questions.
Insert Telephone Number

Very truly yours,

Name:
Title:

EXHIBIT F**BENEFICIAL OWNERSHIP INFORMATION****To Be Completed By Entity Investors That Are Privately Held Entities**

Instructions: Please complete and return this EXHIBIT F and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write none.

Full Name	If Shareholder is an Individual, Insert Name and Address of Principal Employer and Position	Citizenship (for Individuals) or Principal Place of Business (for Entities)
[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT J

Minimum List of Supporting Documents to Accompany Subscriptions

A legible copy of the applicable supporting documentation, (listed below per investor type), should accompany a complete and executed copy of the Subscription Agreement.

For individuals:

Copy of Identification (i.e. driver's license or passport);
Proof of address (recent bill);
Appropriate and current IRS tax form where applicable.
<http://www.irs.gov/Forms-&-Pubs>

Corporations:

Copy of Certificate of Incorporation;
Authorized Signatory List;
Appropriate and current IRS tax form where applicable.
<http://www.irs.gov/Forms-&-Pubs>

Partnerships:

Copy of Partnership Agreement;
Authorized Signatory List (if applicable);
Appropriate and current IRS tax form where applicable.
<http://www.irs.gov/Forms-&-Pubs>

Trusts:

Copy of Trust Agreement;
Details of all trustees (name, residential address, and date of birth);
Identification documentation for all beneficiaries who own more than 10% of the Trust (see document requirements for individuals). If the beneficiary is not an individual, identification documentation will be required as per the legal entity type;
Appropriate and current IRS tax form where applicable.
<http://www.irs.gov/Forms-&-Pubs>

Foundation:

Copy of Deed;
Authorized Signatory List;
Appropriate and current IRS tax form where applicable.
<http://www.irs.gov/Forms-&-Pubs>